

CITY COUNCIL REPORT



Meeting Date: June 7, 2011
 General Plan Element: *Public Services and Facilities*
 General Plan Goal: *Provide Services to improve neighborhoods and the lives of Scottsdale Residents.*

ACTION

Job Order Contracting (JOC) Construction Services Contract Modifications for Citywide Sewer Rehabilitation. Adopt Resolution 8706 authorizing Contract Modifications 2008-061-COS-A3 with Insituform and 2008-082-COS-A3 with Achen Gardner Engineering, LLC for citywide sewer line rehabilitation.

BACKGROUND

The purpose of this action is to award a contract modification for two Job Order Contracts (JOC) for the rehabilitation of various sewer lines throughout the City as part of the City's ongoing sewer collection system improvement program.

During the first three years, the JOC for sewer rehabilitation made improvements to approximately 76,000 linear feet of sewer lines that involved over 1900 sewer connections to residential and commercial customers through 10 job orders. The total approximate construction cost of this work was \$6,700,000.

The fourth year plan for the JOC involves eight areas in southern Scottsdale, and will involve repair and lining of over 80,000 linear feet of small diameter sewer pipe. For all large diameter sewer rehabilitation projects, staff will continue to select contractors using either low-bid or qualification-based selection procedures, and seek Council approval for individual construction contracts.

ANALYSIS & ASSESSMENT

Recent Staff Action

During the first three years of the JOC contracts Water Resources and Capital Projects Management staff developed expertise in the use and capabilities of in-place lining as an efficient and cost effective rehabilitation technique for sanitary sewers. The performance of both JOC contractors in this effort has been highly satisfactory.

Now that sewer rehabilitation within all backyard easements in south Scottsdale is complete the two JOC contractors will begin rehabilitating sewer lines in alleys and streets. Without the need to

coordinate access to back yard easements the rehabilitation work in alleys and streets will move at a faster pace. To support the increase productivity the maximum annual contract amounts are being increased from \$2,500,000 to \$6,000,000. The contract increase will allow the contractor to complete the required sewer rehabilitation work in a shorter period of time.

Community Involvement

A public outreach effort for each quarter section is completed prior to beginning rehabilitation. The following measures are taken:

- The quarter section is canvassed with door hangers announcing the manhole survey.
- Contractor places door hangers 72 & 24 hours prior to construction.
- A project hotline phone number appears on all notification.
- City and engineering inspectors meet with residents as necessary during construction.

RESOURCE IMPACTS

Available funding

No funds are encumbered by approving this contract. Funds for sewer rehabilitation are available in CIP project V3704, Sewer Collection System Improvements. Other projects that include sewer rehabilitation improvement may also utilize these contracts.

Staffing, Workload Impact

Existing Capital Project Management staff resources are available to provide design and construction contract administration, construction management and inspection services for these projects. Christopher Perkins, Project Manager in the Capital Projects Management Division of the Public Works Division, is the contract administrator for these contracts.

Maintenance Requirements

Approval of these contract modifications will allow sewer rehabilitation to occur in areas where maintenance costs have been high and where future expenses may be lowered.

Future Budget Implications

Construction cost for these projects is not to exceed \$6,000,000 annually per contract. There is no additional operating budget required as a result of this contract.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach:

Adopt Resolution 8706 authorizing Contract Modifications 2008-061-COS-A3 with Insituform; and 2008-082-COS-A3 with Achen Gardner Engineering, LLC for citywide sewer line rehabilitation.

Proposed Next Steps:

Following approval of the JOC contracts, Insituform and Achen Gardner Engineering, LLC will be considered for construction of various sewer rehabilitation projects.

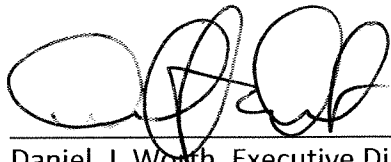
RESPONSIBLE DEPARTMENT(S)

Public Works Division, Capital Project Management

STAFF CONTACTS (S)

Christopher Perkins, Project Manager cperkins@scottsdaleaz.gov (480) 312-7845

APPROVED BY



Daniel J. Worth, Executive Director, Public Works

dworth@scottsdaleaz.gov (480) 312-5555

5-24-11

Date

ATTACHMENTS

1. Resolution 8706
2. Location Map
3. Contract 2008-061-COS-A3
4. Contract 2008-082-COS-A3

RESOLUTION NO 8706

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING JOB ORDER CONTRACT (JOC) MODIFICATION NO. 2008-061-COS-A3 BETWEEN THE CITY AND INSITUFORM AND JOB ORDER CONTRACT MODIFICATION NO. 2008-082-COS-A3 BETWEEN THE CITY AND ACHEN GARDNER ENGINEERING, LLC FOR CITYWIDE SEWER REHABILITATION.

The City wishes to continue performing sewerline rehabilitation projects at various citywide locations; and

Insituform and Achen Gardner Engineering, LLC offered to provide the City with Job Order Contracting services for citywide sewer rehabilitation projects;

BE IT RESOLVED by the City Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Job Order Contract Modification 2008-061-COS-A3 between the City and Insituform and Job Order Contract Modification 2008-082-COS-A3 between the City and Achen Gardner Engineering, LLC for citywide sewer rehabilitation.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 7th day of June, 2011.

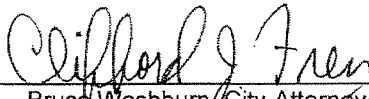
ATTEST:

City of Scottsdale, an
Arizona Municipal Corporation

Carolyn Jagger, City Clerk

W. J. "Jim" Lane,
Mayor

APPROVED AS TO FORM:



Bruce Washburn/City Attorney

By: Clifford J. Frey
Sr. Assist. City Attorney

Attachment 2 - Location Map

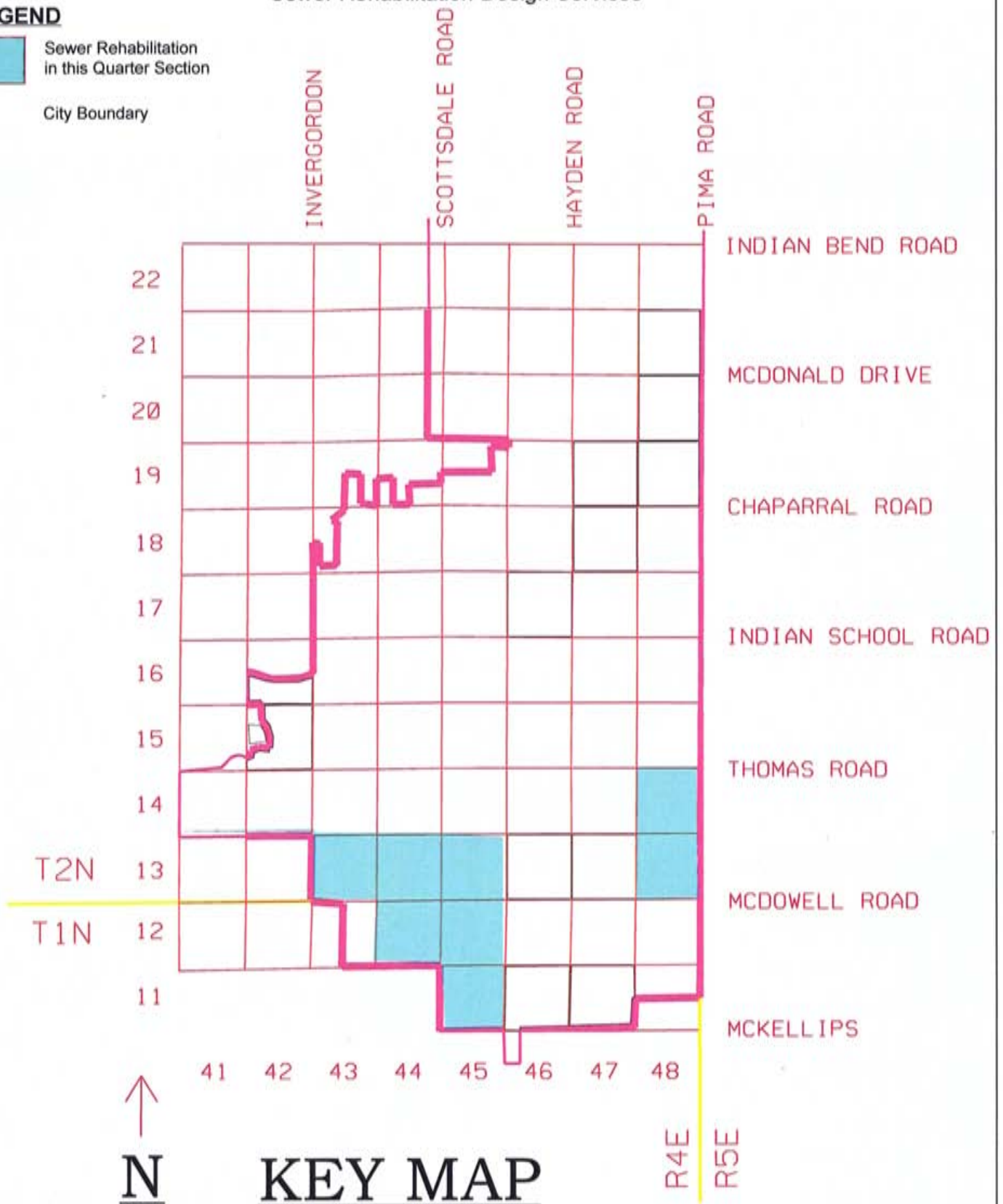
Sewer Rehabilitation Design Services

LEGEND



Sewer Rehabilitation
in this Quarter Section

City Boundary



**CITY OF SCOTTSDALE
MODIFICATION TO CONTRACT FOR
JOB ORDER CONTRACTING FOR SEWER REHABILITATION**

THIS CONTRACT MODIFICATION, made and entered into this 7th day of June, 2011, between the City of Scottsdale, a Municipal Corporation of the State of Arizona, (the "City"), and Insituform Technologies, Inc., a Delaware corporation, the "JOC CONTRACTOR (JOC)", amending the original Contract dated July 8, 2008, between City and Contractor.

WITNESSETH

The City desires to extend the term of the original Job Order Contract for sewer rehabilitation by an additional year, per the terms of Contract No. 2008-061-COS; and

The City and the JOC mutually agree to modify the Contract;

IN CONSIDERATION of the mutual promises and obligations of the Contract, the parties agree as follows:

MODIFICATIONS:

1.0 CONTRACT TIME EXTENSION:

In accordance with Article 3.1, this contract is extended for a fourth additional 1 year term, beginning on August 31st, 2011.

2.0 MAXIMUM CONTRACT AMOUNT

The first contract year had a maximum contract amount of \$2,500,000. The Contract was extended for a second and third year and the Council authorizes and ratifies the expenditure of the sum of \$2,500,000 during the second and third year of the Contract; and authorizes a contract amount of \$6,000,000 for the fourth year of the Contract for a total expenditure of not more than \$13,500,000 for the first 4 years of this Contract.

3.0 AMENDMENT TO ARTICLE 4, PARAGRAPH 4.1

Article 4, Paragraph 4.1 of the original Contract is deleted and replaced with the following new paragraph:

This Contract will have a maximum amount of \$6,000,000 for each year of the contract. The JOC agrees at his own cost and expense, to do all the Work as specified in the Contract Documents and any Work contingent to the Contract and necessary for the construction of the improvements. The JOC will completely construct the Work and install the materials, free and clear of all claims, liens, and charges of any kind, in the manner and under the conditions specified within the time or times stated in each Job Order Amendment. No amount left unencumbered at the end of any fiscal year under the term of this Contract will be rolled over into the next year of the contract.

4.0 AMENDMENT TO ARTICLE 4, PARAGRAPH 4.1.1

Article 4, Paragraph 4.1.1 of the original Contract is deleted and replaced with the following new paragraph:

In no event will any Job Order exceed \$2,000,000. If the City opts to extend this Contract in accordance with Article 3.1.1, the Contract Amendment will increase the maximum amount, if necessary.

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this _____ day of _____, 2011.

CONTRACTOR:
Insituform Technologies, Inc., a
Delaware corporation

CITY OF SCOTTSDALE:
an municipal corporation

By: _____

H. Douglas Thomas
VP-Global Procurement/Ops. Support

By: _____

W. J. "Jim" Lane, Mayor

RECOMMENDED:

ATTEST:

Derek E. Earle, P.E.
City Engineer

Carolyn Jagger
City Clerk

Pauline Hecker
Risk Management

APPROVED AS TO FORM:

Christopher Perkins, P.E.
Contract Administrator

Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney

**CITY OF SCOTTSDALE
MODIFICATION TO CONTRACT FOR
JOB ORDER CONTRACTING FOR SEWER REHABILITATION**

THIS CONTRACT MODIFICATION, made and entered into this 7th day of June, 2011, between the City of Scottsdale, a Municipal Corporation of the State of Arizona, (the "City"), and Achen Gardner Engineering, LLC, an Arizona Limited Liability Company, the "JOC CONTRACTOR (JOC)", amending the original Contract dated July 8, 2008, between City and Contractor.

WITNESSETH

The City desires to extend the term of the original Job Order Contract for sewer rehabilitation by an additional year, per the terms of Contract No. 2008-082-COS; and

The City and the JOC mutually agree to modify the Contract;

IN CONSIDERATION of the mutual promises and obligations of the Contract, the parties agree as follows:

MODIFICATIONS:

1.0 CONTRACT TIME EXTENSION:

In accordance with Article 3.1, this contract is extended for a fourth additional 1 year term, beginning on August 31st, 2011.

2.0 MAXIMUM CONTRACT AMOUNT

The first contract year had a maximum contract amount of \$2,500,000. The Contract was extended for a second and third year and the Council authorizes and ratifies the expenditure of the sum of \$2,500,000 during the second and third year of the Contract; and authorizes a contract amount of \$6,000,000 for the fourth year of the Contract for a total expenditure of not more than \$13,500,000 for the first 4 years of this Contract.

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The City of Scottsdale by its Mayor and City Clerk has subscribed their names this _____ day of _____, 2011.


CONTRACTOR:
Achen Gardner Engineering, LLC

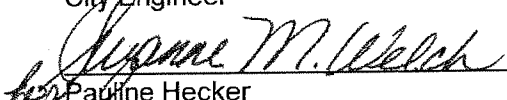
By: 
Dennis Troggio / President

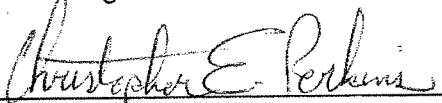
CITY OF SCOTTSDALE
an Arizona Municipal Corporation

By: _____
W. J. "Jim" Lane, Mayor

RECOMMENDED:


Derek E. Earle, P.E.
City Engineer

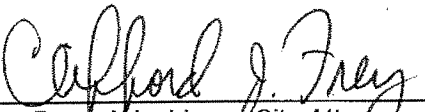

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